

98A

THIS AGREEMENT made and entered into this 2nd day of September, 1942, by and between IRON FIREMAN MANUFACTURING CO., an Oregon corporation, hereinafter called the "Corporation"; and THE PORT OF PORTLAND, a municipal corporation of Oregon, hereinafter called the "Port".

W I T N E S S E T H

WHEREAS, the Corporation has negotiated with the United States to manufacture certain heavy machinery essential to the prosecution of the defense of the United States and requires the use of certain machine tools not available in the Corporation's plant, and the Port owns a shop at its dry dock plant equipped with tools which are suitable for the purposes of the Corporation and it is mutually agreeable that certain of the machine tools and a portion of the shop space owned by the Port be made available to be used by the Corporation; now, therefore, the parties agree as follows, to-wit:

1. In consideration of the rental charges to be paid to the Port, as hereinafter provided, and of the Corporation keeping and performing all of the agreements and obligations devolving upon it hereunder, the Port rents to the Corporation, and the Corporation hires from the Port the shop space, tools and equipment as hereinafter listed, to-wit:

Shop Space Approximately 6,875 square feet of space as outlined on plat hereto attached.

actual
7515
= 300 b.v.
1945



Machine Tools

<u>Tool No.</u>		<u>Est. Market Value</u>
1	Bolt Cutter #4978 - 1/4" to 1-1/2" bolts - Wills Bros., Greenfield, Mass.	\$150.00
9	Shop Crane - 5-ton Niles - Crane-way, girders, rail, etc.	1500.00
11	Drill Press 48" Radial - power feed -- American Tool Works, Cincinnati, Ohio	1500.00
12	Drill Press 48" Radial - Hand feed -- Niles Tool Works, Cincinnati, Ohio	250.00
14	Drill Press 10" center of post to center of spindle - hand feed -- Bickford, Cincinnati, Ohio.	150.00
20	Grinder Tool - 2" x 12" Northampton Emery Wheel Co., Leeds, Mass.	50.00
22	Grinder - Welders 3" x 12"	50.00
✓ 28	Lathe - 36" x 16" Swing 48" on risers --- Putnam Mach. Co., Fitchburg, Mass.	2000.00
29	Lathe - 20" x 15" Rohm & Laramore Series A, Cincinnati, Ohio.	1500.00
33	Planer - Table 31" x 6" 10" Newhaven Mfg. Co., Newhaven, Conn.	1200.00
41	Shaper 24" Cincinnati Shaper Co., Cincinnati, Ohio	1000.00
45	Power Hack saw #2 - cuts to 4" bars -- Atkins Co., Indianapolis, Ind.	150.00

also the use of installed motors, line shafting, belting, etc., pertinent to above listed tools and equipment, all was lost and "Where is" in the shop at the Port's dry dock plant.

11/20/44
C. H. [initials]

2. This agreement and rental by the Corporation shall continue from commencement of occupancy hereunder for the period of the war emergency now existing, subject to the right hereby reserved to either party to terminate this agreement after six months from commencement upon giving notice in writing to the other party thirty days in advance of date of termination.

3. The Port hereby grants to the Corporation the right to install additional tools and equipment in the rented shop space as may be convenient for the purposes of the Corporation and the Corporation shall have the right to remove such tools at any time previous to termination of its tenancy and shall in any event remove same within 60 days after termination from any cause.

4. The Corporation shall be solely responsible for the safety and preservation of the tools and shall insure the rented tools at its own cost against damage by fire and shall restore, repair or compensate for any damage other than the wear and tear of use and normal depreciation, the policies of insurance or adequate evidence of coverage to be placed in the custody of the Port. The values of the machines are hereby agreed to be those stated in Par. 1 of this agreement.

5. The Corporation shall pay to the Port, monthly in advance, fixed monthly rentals as follows:

For shop space Two Hundred Seventy Five
and 00/100 Dollars (\$275.00)

For tools and equipment as listed in
Par. 1 hereof and the use of motors,
lins shafting, belting, etc., One Hundred Twenty
and 00/100 Dollars (\$120.00)

The Corporation shall, at its own cost and subject to approval by the Mechanical Engineer for the Port, place partitions, access doors and make such alterations as are necessary to segregate the rented shop space from other spaces within the building; shall move equipment and tools of the Port not rented to the Corporation, from the rented space and set same up as required, making such alterations in power transmission installations and electrical and lighting installations as are necessary for the Port's utilization of the said tools.

Upon termination of occupancy by the Corporation the Corporation shall reinstall such tools and restore the premises as directed by the Port, in respect to items above stated.

6. It is a further consideration of this agreement that said machines will be held available in the plant of the Corporation for serving the essential requirements of the Port in respect to maintenance and repairs to its dry dock, dredges, boats and other Port equipment and minor machine tools use required by ship repair contractors for doing repair work for vessels at this port under conditions similar to the practices in the past while the machines were in the exclusive control of the Port at the dry dock plant.

The Corporation shall charge such other contractors only such tool rental and overhead as the Port shall determine and establish for such use and should the Corporation use said tools itself, as a ship repair contractor, for doing ship repairs on vessels at this port in competition with other local repairers,

the Corporation will then pay to the Port tool rentals equal to those chargeable by the Corporation to such other contractors irrespective of and in addition to the rental specified in Par. 5 hereof.

When the Port shall so request, from time to time, in the ordinary course, the Corporation shall perform machine tool operations upon material and parts for the Port's plant and equipment promptly and in a workmanlike manner, such work to be limited to that deemed by the Port's mechanical engineer to be necessary and convenient in the maintenance of Port plant. For performance of such work the Port shall pay the Corporation the "pay out" costs of the Corporation for labor and the insurance and old age benefit costs attached to labor payments, but excluding any tool rental or overhead. The Port agrees that it will not call upon the Corporation to perform such work in excess of its usual current needs and only for work of a kind heretofore performed by the Port upon the rented tools.

7. The Corporation assumes full responsibility for the safety of its property, its employed personnel and the public while upon or in the rented premises and agrees to save and hold the Port harmless on account of any loss, damage or injury to persons or property resulting or alleged to result from the occupancy or operation of the premises by the Corporation. It is agreed that the Corporation accepts the premises and the machines and equipment "as is" and "where is" as being safe and in serviceable condition and shall have no right to assert any exception.

to the foregoing assumption of risks on account of any defect or inadequacy that may now exist or develop during the term of this agreement.

The Corporation shall have no claim against the Port if it shall be deprived of any of the benefits of this agreement from any cause not within the voluntary control of the Port such as, (but not limited to) supervening action by legally constituted authority, damage or destruction of the premises, failure of utility services, etc.

8. The Port will, as if and when available for it to do so, deliver electric power and water, via present installed connections, to the Corporation in the premises upon the basis of tariff rates, but assumes no responsibility for such supply.

The Port shall permit the Corporation the use of general facilities at its dry dock plant upon the same terms and conditions as supplied to ship repair contractors, and the Corporation shall pay to the Port the customary tariff rates for such use.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized officers this 2nd day of September, 1942.

IRON FIREMAN MANUFACTURING CO.

By L. D. Bayfield
President

THE PORT OF PORTLAND

By Berry L. Cobell
President